

AGREEMENT BY AND BETWEEN

MBTA, BRA, U. S. POSTAL SERVICE

AND SUMMER STREET REALTY CORP.

This is an Agreement by and among the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (hereinafter called "MBTA"), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, with offices at 50 High Street, Boston, Massachusetts; the BOSTON REDEVELOPMENT AUTHORITY (hereinafter called "BRA"), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts with offices at City Hall, Boston, Massachusetts; the U. S. POSTAL SERVICE, an independent establishment of the Executive Branch of the Government of the United States of America, c/o Room 3212, General Post Office, 33rd Street and 8th Avenue, New York, N.Y. 10098; and SUMMER STREET REALTY CORPORATION, a Massachusetts corporation organized pursuant to the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts with offices at 245 Summer Street, Boston, Massachusetts (which together with its successors, assigns, and affiliates, including Stone & Webster Engineering Corporation, is hereinafter called "Summer Realty").

PREAMBLE:

(1) MBTA is in the process of acquiring the so-called South Station property (as shown in Exhibit C) from the BRA to construct an intermodal transportation terminal.

(2) Summer Realty and the Postal Service are neighbors and abutters to the South Station property.

(3) The BRA had previously conveyed to Summer Realty, in connection with its conveyance of a parcel of land abutting the South Station property, certain easements and restrictions affecting said property, which easements and restrictions will inhibit development of the intermodal transportation center.

(4) MBTA, BRA, Postal Service and Summer Realty wish to cooperate to the end that the intermodal transportation terminal is successfully built, and that future security, parking and vehicular and pedestrian circulation needs of all parties are harmoniously resolved. They believe that these goals can be accomplished by the transfer of certain lands, easements and rights between each other.

(5) On the basis of the above, the parties wish to set forth certain mutual agreements and undertakings as follows:

A. UNDERTAKINGS BY BRA

1. BRA agrees to convey to the Postal Service in fee simple, by good and sufficient quitclaim deed with marketable title, that portion of the South Station property shown as Parcel 8 on Exhibit E, at no cost to Postal Service and subject to an easement for pedestrian passage along the southerly boundary thereof or other appropriate route agreed to by the Postal Service. The primary consideration for this obligation is the temporary easement referred to in Paragraph B(1) below. Parcel 8 will be conveyed even if the permanent easement referred to in paragraph B(2) below does not come into being through no fault of the Postal Service.

2. BRA has been using and will continue to use its best efforts to cause the Commonwealth of Massachusetts and the City of Boston to join with BRA in making a written offer to sell to the Postal Service in fee simple, by good and sufficient quitclaim deed with marketable title at no cost to Postal Service, the Dorchester Avenue bridge for exclusive Postal Service use, subject to an easement for pedestrian passage across the bridge in order to reach the pedestrian easement referred to in Paragraph A(1) above. This offer to sell will include sufficient land to allow the Postal Service to move its security guard shack from the Summer Street end of said bridge to the Broadway end of said bridge with vehicle turnaround room. It is understood the purpose of this offer to sell is to give Postal Service control of said bridge and insure continued Postal Service vehicular access to Broadway over the remaining portion of Dorchester Avenue owned by the City of Boston. It is agreed the offer to sell, on the terms indicated above, must be tendered to the Postal Service within the 6 month temporary easement period referred to in Paragraph B(1) below. Once said offer to sell is received, the Postal Service will have 14 calendar days to accept it. The Postal Service obligation to grant a permanent easement over Area B on Exhibit A (see Paragraph B(2) below) is conditioned upon among other things, a tendering to Postal Service of a proper offer to sell and conveyance of the bridge. If Postal Service decides not to accept a proper offer to sell for its own reasons, its obligation to grant a permanent easement over Area B will not be waived thereby. While the Commonwealth of Massachusetts and the City of Boston are not parties to this agreement, they have both indicated their intent to join in this conveyance of said bridge upon completion of necessary in-house administrative and procedural actions by virtue of Exhibit F. The Commonwealth of Massachusetts and the City of Boston will approve the language in this paragraph in writing before Postal Service execution of this agreement.

3. BRA agrees that, on a date to be determined by the parties, prior to or contemporaneous with the date the South Station property is transferred to MBTA (hereinafter called the "Closing Date"), it will take appropriate steps to transfer or have transferred to Summer Realty, in fee simple absolute, by good and sufficient quitclaim deed with insurable title, the area shown as Area A on Exhibit A, being that portion of Dorchester Avenue to the centerline thereof which is adjacent to the Summer Realty property, subject to easements for vehicular and pedestrian travel for MBTA and BRA for the uses described in this Paragraph and in Paragraphs B2.(b) and B.3.(a)(b) and (c) hereof over that

twenty-eight (28) foot wide strip of land in the center of and extending throughout the entire length of that portion of Dorchester Avenue shown as Area A on Exhibit A hereto, and subject further to Summer Realty's rights under Exhibit S of its Section 6A Contract with the City of Boston. The consideration for the above transfer by BRA to Summer Realty, to be paid by Summer Realty to BRA on the Closing Date shall be that amount of money equal to \$11.69 per square foot for those portions of Area A which are not contained in the 28-foot wide easement area. The use of the BRA easement shall be limited to members, officers, agents and employees of the BRA or their invitees needing access to the South Station Property for the purposes of:

1. pre-engineering work including surveys, borings, measurements, test pits and other similar activities in connection with the proposed construction of the BRA "Air Rights" development as shown in the Concept Design Report; and
2. facilitating construction activities necessary to the construction of the BRA "Air Rights" development as shown in the Concept Design Report only to the extent and only at such times that the access needed for the facilitation of such construction activities cannot be provided from Atlantic Avenue and Summer Street.

The BRA easement will terminate upon completion of the BRA construction of the BRA Air Rights Development, as shown in the Concept Design Report, and in no event and at no time, shall use of the BRA easement include any transporting of construction materials or debris or any servicing of the BRA "Air Rights" Development. The BRA easement shall be subject as well to those limitations set forth in Paragraphs B. 2.(b) and B. 3. (a)(b) and (c) of this Agreement.

4. BRA agrees that if, at the expiration of the 6-month period referred to in Paragraph B. 1. of this Agreement, permanent easements have been granted in accordance with Paragraph B.2., the BRA easement in Area A, described in Paragraph A. 3. will automatically be extinguished.

5. BRA agrees on the Closing Date to execute and record, or have executed and recorded, any and all deeds, agreements, releases, certificates, amendments, approvals or other documents which are required by Summer Realty and/or MBTA in order to remove from the property, to the extent necessary to permit the construction shown in the "Concept Design Report, November, 1978, Northeast Corridor Improvement Project. Boston South Station, Boston, Mass." prepared by Deleuw Cather/Parsons and Skidmore Owings & Merrill (hereinafter "Concept Design Report"), those easements and restrictions which are listed on Exhibit B, as well as to approve the conveyance described in Paragraph C(1) hereof.

6. BRA agrees, on the Closing Date, to give to Summer Realty the Certificate of Completion with respect to the Stone & Webster Building described in its Land Disposition Agreement, Section 121A Report and Decision, the South Station Urban Renewal Plan and Section 6A Contract with the City of Boston, subject only to completion of landscaping of the Summer Realty Plaza pursuant to a plan and an Exhibit A attached thereto approved by both parties, which Plan is entitled "Stone and Webster Conceptual Study, February 5, 1979" and pursuant as well to an Agreement between BRA and Summer Realty regarding BRA Design Review of Summer Realty's pre-construction Plans, Drawings and Specifications for the Plaza as based exclusively on the above "Conceptual Study" and Exhibit A thereto, which Agreement will be executed on or before the Closing Date. The construction of the Plaza by Summer Realty pursuant to said Plan, Exhibit and Agreement shall commence on the date MBTA completes construction of its improvements to that portion of the South Station property which is adjacent to the Summer Realty Plaza, or in the event said construction is not completed by the MBTA within three (3) years after the Closing Date, then on the date which occurs three (3) years after the Closing Date. The BRA on the Closing Date shall return to Summer Realty all but \$47,500.00 of its good faith deposit now held by BRA.

B. UNDERTAKINGS OF POSTAL SERVICE

1. Postal Service agrees to grant to MBTA, BRA and Summer Realty a non-exclusive temporary easement for vehicular travel, for a period of six months commencing at the execution of this agreement, over that portion of Dorchester Avenue shown as Area B on Exhibit A, limited as follows:

a. The Summer Realty use shall be limited to employees and invitees of Stone & Webster and commercial vehicles servicing the Stone & Webster building.

b. The MBTA/BRA use shall be limited to those needing access to the South Station property for pre-engineering work in connection with proposed construction of the intermodal transportation complex (including but not limited to surveys, borings, measurements, test pits and other similar activities) and commercial vehicles providing food service to South Station Retailers and AMTRAK trains, AMTRAK/"T" Police and other emergency vehicles. In no event will this include access for construction purposes or other activities not specifically set forth herein.

c. During the six-month temporary easement period no changes shall be made by the Commonwealth of Massachusetts, the City of Boston or the signatories hereto respecting the intersection of Summer Street and Dorchester Avenue. The intent of this provision is to preclude intersection changes being made during the six-month temporary easement period which would be incompatible with the possibility that the six-month temporary easement may not ripen into a permanent easement as set forth herein.

2. If within the six-month temporary easement period there is a tender to the Postal Service of the interests it is to receive under this agreement (see Paragraphs A(1), A(2), D(1), and D(5), the Postal Service, within 14 days of the date said interests are tendered, will grant to MBTA, BRA and Summer Realty a non-exclusive permanent easement for vehicular travel over that portion of Dorchester Avenue shown as Area B on Exhibit A limited as follows:

a. The use of the Summer Realty easement shall be limited to employees and invitees of Stone & Webster and commercial vehicles servicing the Stone & Webster building.

b. The use of the MBTA easement shall be limited to commercial vehicles which service the businesses to be located in the intermodal transportation terminal as set forth in the "Concept Design Report" referred to above, and commercial vehicles providing food service to AMTRAK trains, plus sixteen (16) passenger vehicles related to other users in the transportation center, the intent being to exclude all other types of traffic (e.g., vehicles carrying passenger/baggage or vehicles going to/coming from the proposed garage.) The commercial vehicles using the MBTA easement may only pass during the early morning and evening hours, to the maximum extent possible but in any event will not impede Postal operations.

c. Use of the Summer Realty and MBTA easements shall be interrupted as necessary to allow Postal Service maintenance of the easement area.

3. The parties hereto, including BRA, MBTA, the Postal Service and Summer Realty have reached certain understandings with respect to the use of the permanent vehicular easement over Area B referred to in Paragraph B(2) above for purposes of construction of the intermodal transportation complex.

a. BRA and MBTA access for construction of the intermodal transportation complex is to be from Atlantic Avenue or Summer Street, except for that necessary limited construction relating to the erecting of the east wall of the intermodal transportation complex and structures to the east thereof (i.e., service area and cantilevered garage ramps) as shown in the "Concept Design Report" referred to above.

b. No construction access over Area B or Area H which is permitted by Paragraph B(3)(a) above will impede Postal Service operations as determined by the Postal Service.

c. The construction access over Area B and Area H permitted by Paragraph B(3)(a) above will not include bringing in or taking out of construction materials or debris, except as relates to construction of the service area and parking lot.

Postal Service, during the design phase of the intermodal transportation complex, agrees to discuss and finalize the Agreement with BRA, MBTA, and Summer Realty for their use of the permanent vehicular easement over Area B for construction activities consistent with the above understandings.

C. UNDERTAKINGS OF SUMMER REALTY

1. Summer Realty agrees to transfer to MBTA, at no additional consideration, on the Closing Date, or such other date as the MBTA shall determine, upon 30 days notice to Summer Realty, in fee simple absolute, approximately 2,900 square feet of its property shown as Area C on Exhibit A.

2. Summer Realty agrees to take appropriate steps to release and have released, on the Closing Date, those easements and restrictions described in Exhibit B to the extent necessary to permit the construction shown in the Concept Design Report, and to execute and record, or have executed and recorded, any and all documents required in order to effectuate said release. BRA acknowledges that any releases executed and recorded hereunder by Summer Realty will not release those easements and restrictions as described in Exhibit B to allow for any construction by BRA in its Air Rights Development which is not set forth in the Concept Design Report.

3. Summer Realty agrees that if, at the expiration of the 6-month period referred to in Paragraph B. 1., permanent easements in Area B have been granted in accordance with Paragraph B.2., the MBTA and BRA easements in Area A shall terminate and Summer Realty shall pay to BRA \$11.69 per square foot for that portion of Area A on Exhibit A which constitutes the 28-foot wide MBTA and BRA easement area as described in Paragraph A. 3. hereof.

4. Summer Realty agrees that, on the date the temporary easement in Area B becomes permanent, Summer Realty shall concur in the closing of the curb cut in Area A at Summer Street and shall also execute all documents necessary to effect the release of the City of Boston from the City's obligations pursuant to Paragraphs 2 and 3 of Exhibit S of a Contract dated July 6, 1973, made under Sections 6A and 14 of Chapter 121A of the General Laws, between the City of Boston and Summer Realty.

5. Summer Realty agrees, on the date the temporary easement in Area B becomes permanent, to grant to Postal Service for the use of its employees, in common with others, a non-exclusive permanent easement for pedestrian passage along the existing walkway in Area A on Exhibit A and from there across Area A to the boundary of Postal Service property.

6. Summer Realty agrees to grant to MBTA, on the Closing Date, or such other date as shall be agreeable to the parties in no event later than the date MBTA or BRA advertises a construction contract for the South Station Northeast Corridor Project, a temporary easement for construction purposes in that portion of Area I on Exhibit A which is within ten (10) feet of Area C as shown on Exhibit A.

D. UNDERTAKINGS OF MBTA

1. MBTA agrees, on the date the temporary easement in Area B becomes permanent, to grant to Postal Service a non-exclusive permanent easement over the area designated as Area F on Exhibit A for employee, customer and invitee passage to South Postal Annex. It is understood that this use will include equipment for bringing mail to and from trains. In addition, MBTA agrees to construct and maintain a structural canopy in the general area designated as easement Area F. Ancillary to this easement, MBTA agrees to grant to Postal Service a non-exclusive permanent easement to allow Postal Service employees, customers and invitees to pass and repass through the intermodal transportation terminal as may be necessary to gain access to easement area F referred to above. As a condition to the obligations of MBTA pursuant to this Paragraph, Postal Service agrees to release any claims it may have for additional pedestrian or vehicular easements affecting the South Station Headhouse, Summer Realty property, or the easement and service areas.

2. MBTA agrees on the Closing Date to lease to Summer Realty, on a 99-year basis, for the use of employees of and visitors to the building on the Summer Realty property, at least 26 parking spaces in the portion of the South Station property shown as Area G on Exhibit A (or such replacement thereof as will be substnatially equal in convenience and accessibility), such lease to be effective at the time the area is no longer needed for construction purposes, and to be cancellable at such time as the existing Summer Realty property is no longer owned or occupied by Stone and Webster or any of its affiliates.

3. MBTA agrees to include in its leases of commercial space a requirement that delivery and service traffic be restricted to early morning and evening hours in accordance with the grant of easement referred to in Paragraph B(1) above.

4. MBTA agrees on the Closing Date to grant to Summer Realty a non-exclusive permanent easement for two-way vehicular and pedestrian passage in the areas shown as Area D, Area H, and Area F on Exhibit A, subject to the right in Summer Realty to prevent use in the easement areas by vehicles servicing or otherwise relating to any additional development on the South Station property beyond that shown in the Concept Design Report which results in a materially adverse impact on Summer Realty's use of the easement areas.

5. MBTA agrees, on the date the temporary easement in Area B becomes permanent, to grant a non-exclusive permanent easement to the Postal Service for one-way vehicular travel over Area D (including Area F overlay) and the entirety of Area H on Exhibit A, said easement to be limited to Postal vehicles.

6. MBTA agrees to design the transportation terminal in such a way as to minimize the impact of any diesel fumes on the Summer Realty or Postal Service properties.

7. MBTA agrees to remove the sidewalk along the Postal Service side of Area H.

8. MBTA agrees that if at the expiration of the 6-month period the temporary easement in Area B does not become permanent, its use of the easement in Area A shall be subject to conditions similar to those set forth in Paragraph B(2)(b) and B(3) (a)(b) and (c).

9. MBTA agrees that on the date the temporary easement in Area B becomes permanent pursuant to Paragraph B.2., the MBTA easement in Area A as described in Paragraph D.10., will automatically be extinguished.

10. MBTA agrees to grant to BRA on the Closing Date a non-exclusive easement for vehicular and pedestrian travel over the areas designated as Area H, Area D, and Area G on Exhibit A, subject to the rights of Summer Realty in Area G under the Lease contemplated by Paragraph D. 2. of this Agreement, which easement shall be for the same purposes and subject to the same limitations as those set forth in Paragraphs B. 2. (b), B.3.(a)(b) and (c) and A.3. of this Agreement.

E. UNDERTAKINGS OF ALL PARTIES

1. All parties agree to consult with each other regarding any proposed changes in land use or new development contemplated (including changes in the Concept Design Report) which would substantially impact the interests of the other parties arising from this agreement particularly with regard to vehicular access to or egress from the South Station property, Dorchester Avenue and the easement area behind the Summer Realty property (Area H on Exhibit A) except that the Postal Service shall have unlimited and unrestricted use of Dorchester Avenue in that area thereof designated as Area B on Exhibit A and shall not be required to consult with or advise the other parties in regard to the use thereof.

2. All parties agree to cooperate to the end that the general access areas are maintained in a clean and safe condition. Each party may tow or have towed any vehicles which are obstructing free access to its property or easement areas. Each party may, with the consent of the others, install gates or other barriers to limit entry and control security, subject to reasonable provisions to guarantee access to the others. Subject to the above, primary responsibility for and costs of maintenance will be divided as shown on Exhibit D.

3. All easements described herein shall run with the land in favor of the holders and beneficiaries thereof, their successors and assigns forever, unless otherwise limited.

4. Each party will indemnify and save harmless the others from and against any and all costs or liabilities, claims, judgments, or expenses (including reasonable attorney's fees) that may be imposed or asserted against any of the others arising out of any acts or omissions or use by the first party of the property of any of the others, whether by easement or otherwise.

Signed this day of , 1979.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By _____
Chairman and Chief Executive Officer

Approved as to form:

Joseph H. Elcock
General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert J. Ryan, Director

Approved as to form:

Harold J. Carroll
Chief General Counsel

UNITED STATES POSTAL SERVICE

By _____
Contracting Officer

SUMMER STREET REALTY CORPORATION

By _____

Fort Point Channel

Dorchester Avenue

South Postal Annex

Stone & Webster

Platform

Train Room

Headhouse

Con-course

Summer Street

Public Lobby

Loading Dock

A

B

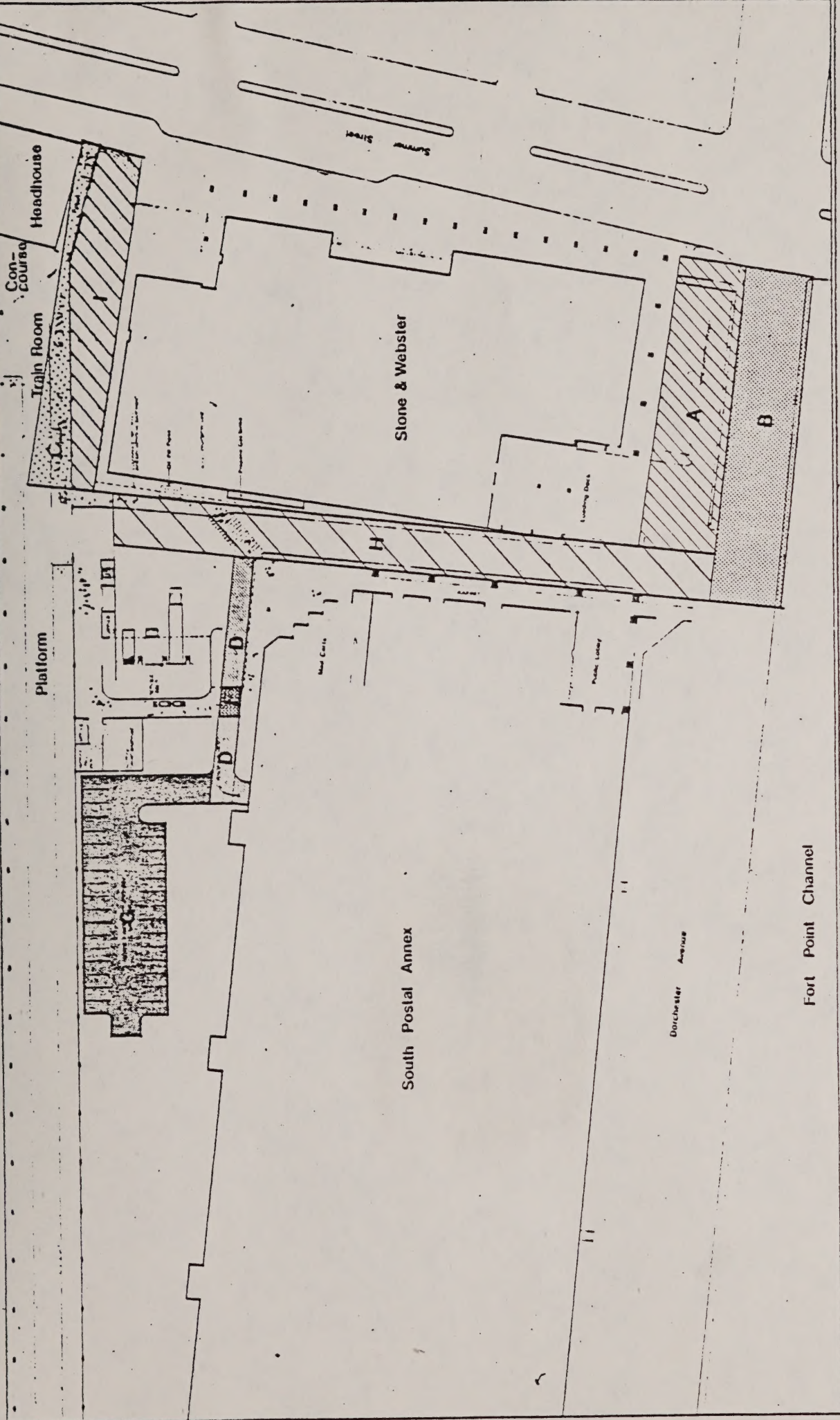


EXHIBIT B

EASEMENTS AND RESTRICTIONS

1. That no new structure which exceeds forty (40') feet in height above elevation 26.0' (Boston City Base) shall be erected within a distance of fifty (50') feet from the westerly boundary of the Summer Realty Property extended southerly forty (40') feet; except, however, that an additional story or structure not in excess of ten (10') feet in height may be erected on top of such new structure if the additional story is set back at least fifteen (15') feet from the easterly roof line of the supporting structure and if its gross floor area is half or less of the gross floor area of the roof or story immediately below.

2. That no new structure shall be erected within a distance of thirty (30') feet from the southerly boundary of the Summer Realty Property.

3. That no new structure shall be erected within a distance of thirty (30') feet from the southerly boundary of the Summer Realty Property as it is extended westerly to Atlantic Avenue which structure is below a plane fifteen feet six inches (15'6") above the then existing street level.

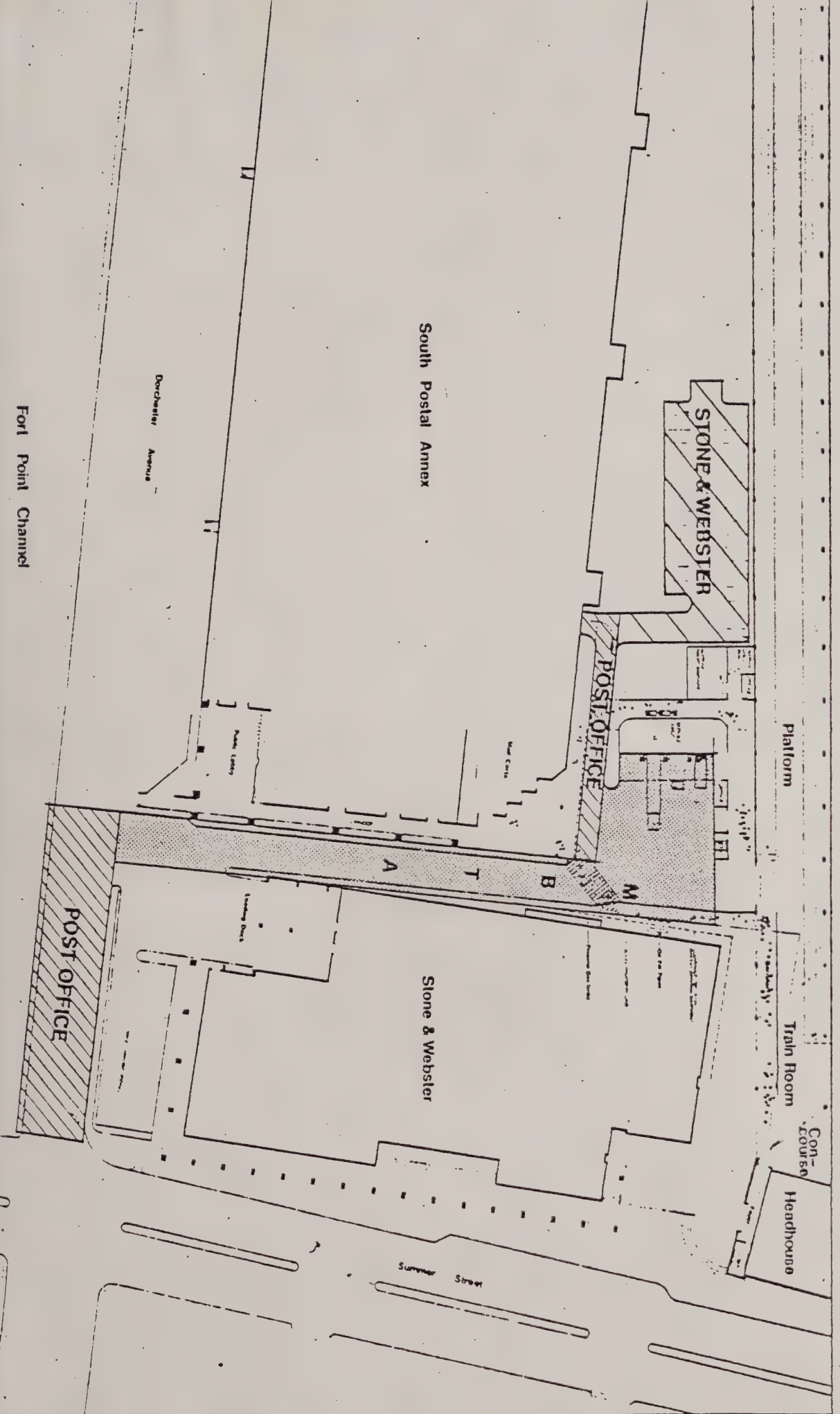
4. That no new structure shall be erected west of the present United States Post Office within forty (40') feet of the southerly boundary of the Summer Realty Property.

5. That no new structure which exceeds fifty (50') feet in height as measured from elevation 26.0' (Boston City Base) shall be erected west of the present United States Post Office within one hundred (100') feet of the southerly boundary of the Summer Realty Property, extended westerly fifty (50') feet.

6. That the property is subject to an easement for passage on foot and by vehicle, for the benefit of those to whom such a right has been or will be given by the BRA, over that area within 30 feet to the south of the southerly boundary of the Summer Realty property extended westerly to Atlantic Avenue.

SOUTH STATION PROPERTY PLAN






JANUARY 19, 1979

7 14-1

Boston South Station 

EXHIBIT D

 Service Area

POINT

CHANNEL

FORT

DORCHESTER

(Private 32' wide)
Dred 81 0046/143

AVEI

UNITED

POST OFFICE DEPARTMENT

OF AMERICA

SUBJECT TO SUBJUNCT ANNOTY BY TERMINAL CO
SEE DRED BOOK 3430 / 781
AND U.S. DISTRICT COURT CIVIL ACTION NO 58-901

1032,000 ± SQ. FT.

23.69 ACRES

PARCEL NO 7

PARCEL NO 8

CITY OF BOSTON
WIDENING EASEMENT
(BX 4738/371)
BX 4048/305 BX 3473/382

CITY NO 503/29 33

ST.

PROJECT

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

ST. 35-112

CITY OF BOSTON

TRAFFIC AND PARKING
COMMISSION

CHAIRMAN

Commissioner

Traffic and Parking Department

ASSOCIATE COMMISSIONERS

Commissioner

Police Department

Commissioner

Fire Department

Commissioner

Public Works Department

Commissioner

Real Property Department



TRAFFIC AND PARKING DEPARTMENT

ONE CITY HALL SQUARE

BOSTON, MASSACHUSETTS 02201

725-4682

EMILY LLOYD
Commissioner

ROBERT F. DRUMMOND
Traffic Engineering Director

April 20, 1979

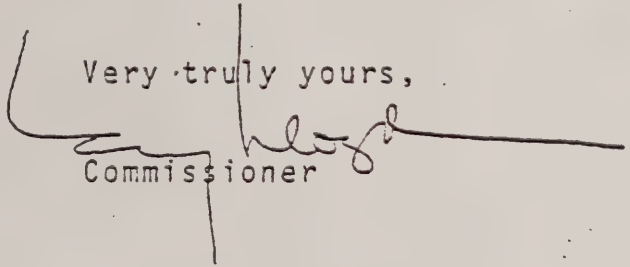
Martin Smith, Jr., Manager
New England Field Office
United States Postal Service
P. O. Box 324
1050 Waltham Street
Lexington, Massachusetts 02173

Dear Mr. Smith:

In accordance with your request, this is to inform you that I approve the language contained in Section A(2) of the Four Party Agreement between the U. S. Postal Service, the Boston Redevelopment Authority, the Massachusetts Bay Transportation Authority and the Summer Realty Corporation.

I would also like to take this opportunity to reaffirm the policy regarding this issue as stated in my letter to you of March 30, 1979, attached.

Very truly yours,


Commissioner

EL/PC/ej
att.

Section A(2)

BRA has been using and will continue to use its best efforts to cause the Commonwealth of Massachusetts and the City of Boston to join with BRA in making a written offer to sell to the Postal Service in fee simple, by good and sufficient quitclaim deed with marketable title at no cost to Postal Service, the Dorchester Avenue bridge for exclusive Postal Service use, subject to an easement for pedestrian passage across the bridge in order to reach the pedestrian easement referred to in paragraph A(1) above. This offer to sell will include sufficient land to allow the Postal Service to move its security guard shack from the Summer Street end of said bridge to the Broadway end of said bridge with vehicle turnaround room. It is understood the purpose of this offer to sell is to give Postal Service control of said bridge and insure continued Postal Service vehicular access to Broadway over the remaining portion of Dorchester Avenue owned by the City of Boston. It is agreed the offer to sell, on the terms indicated above, must be tendered to the Postal Service within the 6 month temporary easement period referred to in Paragraph B(1) below. Once said offer to sell is received, the Postal Service will have 14 calendar days to accept it. The Postal Service obligation to grant a permanent easement over Area B on Exhibit A (see paragraph B(2) below) is conditioned upon among other things, a tendering to Postal Service of a proper offer to sell and conveyance of the bridge. If Postal Service decides not to accept a proper offer to sell for its own reasons, its obligation to grant a permanent easement over Area B will not be waived thereby. While the Commonwealth of Massachusetts and the City of Boston are not parties to this agreement, they have both indicated their intent to join in this conveyance of said bridge upon completion of necessary in-house administrative and procedural actions by virtue of Exhibit F. The Commonwealth of Massachusetts and the City of Boston will approve the language in this paragraph in writing before Postal Service execution of this agreement.



TRAFFIC AND PARKING
COMMISSION

CHAIRMAN

Commissioner
Traffic and Parking Department
ASSOCIATE COMMISSIONERS

Commissioner
Police Department

Commissioner
Fire Department

Commissioner
Public Works Department

Commissioner
Real Property Department

TRAFFIC AND PARKING DEPARTMENT

ONE CITY HALL SQUARE
BOSTON, MASSACHUSETTS 02201
725-4682

EMILY LLOYD
Commissioner

ROBERT F. DRUMMOND
Traffic Engineering Director

March 30, 1979

Martin F. Smith, Jr., Manager
New England Field Office
United States Postal Service
P. O. Box 324
1050 Waltham Street
Lexington, Massachusetts 02173

Dear Mr. Smith:

I am writing to inform you that on March 16th, I forwarded a letter (copy attached) to the Massachusetts Department of Public Works emphasizing the need for their cooperation with the United States Postal Service concerning the disposition of the rights to the Dorchester Avenue Bridge. As you know, the State DPW would not undertake such an action without the express consent of the local municipality involved.

Highlights of this letter include our request that the State deed all of its interest to the bridge to the Postal Service, with the explicit understanding that the Postal Service shall grant an easement over a portion of its Dorchester Avenue, which will allow the State DPW to properly reconstruct the intersection of Summer Street and Dorchester Avenue.

Secondly, if the title search now underway by the postal service indicates that the City of Boston is the owner of the bridge, the city intends, subject to appropriate administrative action, and to the extent permitted by law, to deed its ownership of that facility to the Postal Service.

(cont.)

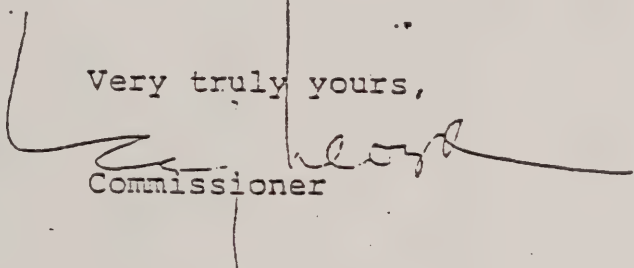
March 30, 1979

-2-

Also, as more recent update to the letter on March 29th, the Board of the Boston Redevelopment Authority gave tentative designation of the Postal Service to acquire a parcel of land known as "Parcel 8" in response to a request by the Postal Service, and notification of this action is being sent to you by Robert Ryan, Director of the BRA.

As you can see, the city and its agencies are totally committed to cooperating with you in this endeavor and it is for this reason that we would appreciate any assistance that you can provide us in assuring action on the part of the Postal Service in granting the vehicular easement over a portion of Dorchester Avenue necessary both for the Summer Street reconstruction project and for the South Station Transportation Center project.

Very truly yours,


Commissioner

EL/PC/ej

cc: Robert Ryan, Director BRA ✓
Commissioner Casazza



The Commonwealth of Massachusetts

Executive Office of Transportation & Construction

One Ashburton Place

Boston, Massachusetts 02108

BARRY M. LOCKE
SECRETARY

April 20, 1979

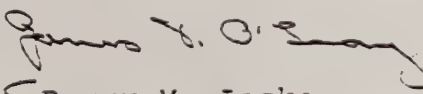
Mr. Martin F. Smith, Jr.
Manager
New England Field Office
U. S. Postal Service
P. O. Box 324
1050 Waltham Street
Lexington, MA 02173

Dear Sir:

In accordance with the terms of the Interagency Agreement between the United States Postal Service, the Massachusetts Bay Transportation Authority, the Boston Redevelopment Authority and the Summer Street Realty Corporation, regarding the South Station Transportation Center Project, please be advised that the Executive Office of Transportation and Construction approves the language in Paragraph A (2) of the Agreement, which language is attached hereto.

If I can be of any further assistance in helping to expedite the construction of this important transportation facility, please don't hesitate to contact this Office.

Very truly yours,


Barry M. Locke
Secretary

BML:aem
Attachment

Section A(2)

BRA has been using and will continue to use its best efforts to cause the Commonwealth of Massachusetts and the City of Boston to join with BRA in making a written offer to sell to the Postal Service in fee simple, by good and sufficient quitclaim deed with marketable title at no cost to Postal Service, the Dorchester Avenue bridge for exclusive Postal Service use, subject to an easement for pedestrian passage across the bridge in order to reach the pedestrian easement referred to in paragraph A(1) above. This offer to sell will include sufficient land to allow the Postal Service to move its security guard shack from the Summer Street end of said bridge to the Broadway end of said bridge with vehicle turnaround room. It is understood the purpose of this offer to sell is to give Postal Service control of said bridge and insure continued Postal Service vehicular access to Broadway over the remaining portion of Dorchester Avenue owned by the City of Boston. It is agreed the offer to sell, on the terms indicated above, must be tendered to the Postal Service within the 6 month temporary easement period referred to in Paragraph B(1) below. Once said offer to sell is received, the Postal Service will have 14 calendar days to accept it. The Postal Service obligation to grant a permanent easement over Area B on Exhibit A (see paragraph B(2) below) is conditioned upon among other things, a tendering to Postal Service of a proper offer to sell and conveyance of the bridge. If Postal Service decides not to accept a proper offer to sell for its own reasons, its obligation to grant a permanent easement over Area B will not be waived thereby. While the Commonwealth of Massachusetts and the City of Boston are not parties to this agreement, they have both indicated their intent to join in this conveyance of said bridge upon completion of necessary in-house administrative and procedural actions by virtue of Exhibit F. The Commonwealth of Massachusetts and the City of Boston will approve the language in this paragraph in writing before Postal Service execution of this agreement.

3 MAY 1979

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: Authorization to Sign a Four Party Agreement with the Massachusetts Bay Transportation Authority, the United States Postal Service, and the Summer Realty Corp.

It is proposed that the Director be authorized to sign the Four Party Agreement among the BRA, the MBTA, the United States Postal Service, and the Summer Realty Corp. This document has been created pursuant to the South Station Purchase and Sales Agreement between the Authority and the MBTA.

The Four Party Agreement represents the result of over a year of negotiations among the parties. The primary purpose of the agreement is to extinguish certain easements currently held by Summer Realty which would make development of the South Station Project impossible. In return for surrendering these easements, Summer Realty will receive about 26 parking spaces from the MBTA, to be located off an alley behind the Stone and Webster Building.

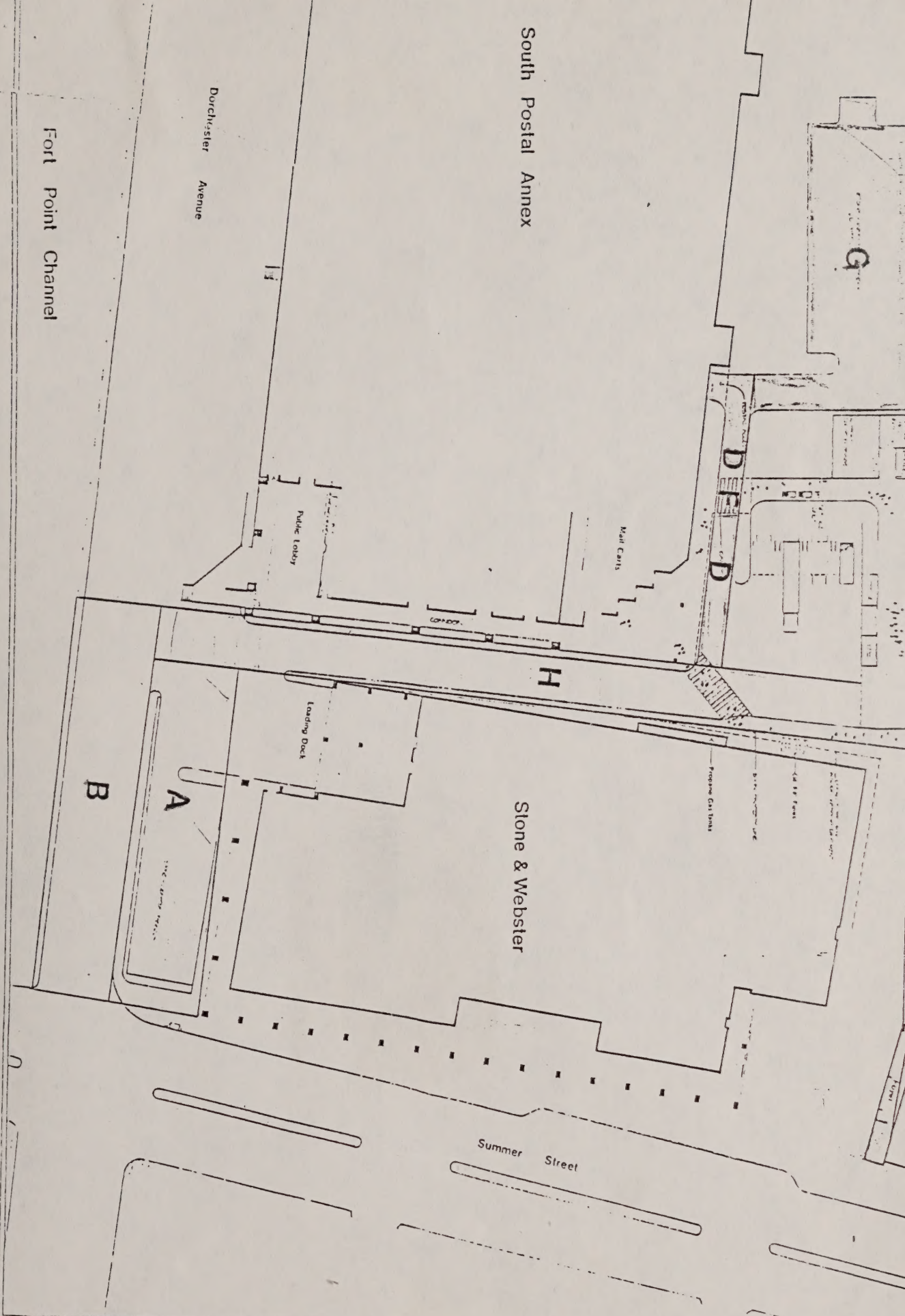
The Agreement makes possible the design of the intersection of Summer Street and Dorchester Avenue in a manner acceptable to the BRA, the City of Boston, and the Federal Highway Administration. In order to combine two driveways into one driveway, it is necessary to obtain from the United States Postal Service a permanent, but limited, vehicle easement over a portion of Dorchester Avenue owned by the Postal Service. In consideration for granting this easement to the BRA, and others, the BRA has tentatively designated the Postal Service as developer of a small parcel of land adjacent to the South Postal Annex, over which the Postal Service currently has an easement. In addition, the BRA, the City of Boston and the Massachusetts Department of Public Works have agreed to work together to deed to the Postal Service a bridge over the Fort Point Channel, which is only used by the Postal Service, and will not be maintained by the City of Boston. In the event that, after six months, the Postal Service has not been offered a deed to the bridge, their easement to BRA over Dorchester Avenue shall be revoked, and MBTA and BRA will use an easement over property to be conveyed to Summer Realty Corp. However, it is anticipated that the conveyance of the bridge to the Postal Service will be consummated, negating the need for this easement.

In addition, the Agreement finalizes ongoing agreements between the Authority and Summer Realty Corp. and calls for a Certificate of Completion to be granted for the Stone and Webster Building. Part of the deposit is kept, however, pending the completion of a small park abutting the South Station Headhouse. This park will be constructed after the completion of MBTA construction.

The Agreement also resolves other easement issues, including a pedestrian easement to the MBTA over Postal Service property, a vehicular and pedestrian easement to the Postal Service over MBTA property, and the extinguishing of certain obsolete easements in the area.

An appropriate Board vote follows:

VOTED: That the Director be and hereby is authorized to execute an Agreement by and among the Authority, the United States Postal Service, the Massachusetts Bay Transportation Authority and Summer Street Realty Corporation, which Agreement is generally in the form attached hereto, and to execute any and all documents necessary to carry out the purposes of said Agreement. The Authority, by adopting this Agreement among the four parties, is hereby approving the transfer of a sliver parcel of land identified as Area C on Exhibit A (attached) from Summer Realty Corporation to the MBTA.



JANUARY 15, 1979

Boston South Station SKA217

EXHIBIT A
scheme 1

Service Area

Easements as Defined in Four Party Agreement, Exhibit A
Additional Easements are modified in the Agreement.

